

**AGREEMENT
BETWEEN**

**BAKER SUPPORT SERVICES, INC.
BASE HOUSING**

AND

**LOCAL UNION NO. 780
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES**

AND

**MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS
OF
THE UNITED STATES AND CANADA
(AFL-CIO)**

**HOUSING
MAINTENANCE PERSONNEL
AT
ROBINS AFB, GA**

**SEPTEMBER 3, 1997
TO
SEPTEMBER 30, 2001**

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COLLECTIVE BARGAINING AGREEMENT

AGREEMENT, entered into this 3rd day of September, 1997, by and between **BAKER SUPPORT SERVICES, INC., BASE HOUSING**, hereinafter called "the Company", and **Local 780, International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada (AFL-CIO)**, hereinafter collectively referred to as "the Union". All references herein to gender shall be construed as being equally applicable without any reservation to both males and females.

ARTICLE I

BARGAINING UNIT AND WORK COVERED

SECTION 1.1 - EXCLUSIVE REPRESENTATIVE. The Company recognizes the Union as the Sole and Exclusive Bargaining Agency and Representative of all employees identified in the occupational classification set forth in Schedule A at Robins AFB, GA and environs, but EXCLUDING confidential secretaries, professional employees, guards and supervisors, as defined in the National Labor Relations Act, as amended.

SECTION 1.2 - SCOPE. This agreement shall cover all of the work of the occupational classifications set forth in Schedule A of this agreement at Robins AFB, GA and environs. The work covered by this agreement shall be performed only by employees in the bargaining unit.

SECTION 1.3 - NO DISCRIMINATION. There shall be no discrimination by the Company or the Union against any employee because of sex, race, color, national origin, creed, age, handicap, Veteran's status or because of Union activity.

ARTICLE II

RECOGNITION OF RIGHTS

SECTION 2.1 - NO STRIKE. During the term of this agreement, the Union shall not authorize, cause, engage in, sanction or assist in any slowdown, work stoppage, strike, sit down or picketing against the Company.

(A) In the event that any employee or employees shall call, cause, engage in, sanction or assist in any unauthorized slowdown, work stoppage, strike, sit down or picketing against the Company, the Union and its officers and representatives agree to the following:

(1) That the Company may take whatever disciplinary action it deems appropriate against such employee or employees, including discharge, and that the degree of such disciplinary action shall not be reviewable through the grievance and arbitration procedures provided for in this agreement, provided however, that whether or not an employee participated shall be reviewable.

(2) That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized slowdown, work stoppage, strike, or sit down against the Company; that each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines; and in addition, will do everything within their respective powers to secure the immediate disestablishment or disbanding of any said picket line or lines; and

(3) That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to demand, cause and require each and every employee to perform the terms and conditions of this agreement.

(B) In the event any employee shall call, engage in, sanction or assist in any unauthorized slowdown, work stoppage, strike, sit down or picketing against the Company, the Company agrees that it will not file or process any action for damages arising out of said slowdown, work stoppage, strike, sit down or picketing against the Union, its officers or representatives provided these individuals have performed their obligations and responsibilities as set forth in this section.

(C) Nothing in Section (A) above shall preclude any right to which the Company may be entitled to secure legal or other redress of any individual

who has caused damage or injury to or loss of Company property nor does the Company cede any rights in this regard to which it may be entitled.

SECTION 2.2 - NO LOCKOUT. During the term of this agreement, the Company shall not cause, permit or engage in any lockout of its employees.

SECTION 2.3 - PRIOR OBLIGATION. This agreement shall not conflict with any prior obligation the Union may owe to the International Union. The Union represents that the agreement does not conflict with any such obligation.

SECTION 2.4 - RIGHTS AND FUNCTIONS OF MANAGEMENT.

Management's rights include, without limitation, the following: to direct, control, (and schedule its operations and work force;) to make all decisions affecting the business; to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees for cause; to select the number assigned to any particular work; to determine the starting and quitting times, and the number of hours per day and shifts to be worked; to establish, modify and enforce reasonable rules and regulations that are not in direct conflict with the express provisions of this Agreement; to select supervisory, managerial and other employees excluded from the bargaining unit; to introduce new, improved or different methods of operation, regardless of whether or not such may cause a reduction in the working force; to establish, change, or combine, job classifications and determine job qualifications.

This Article is not intended to be an exclusive enumeration of the Company's prerogatives. Nothing omitted from this Article shall be construed, by virtue of such omission, to abridge or modify the Company's right to manage the business.

ARTICLE III

UNION SECURITY

SECTION 3.1 - UNION REPRESENTATION. All employees identified in the occupational classifications set forth in Schedule A will be informed that the Union is the sole and exclusive collective bargaining agency for the employees in the bargaining unit and, accordingly, they will be represented by the Union. They will be given a copy of the Collective Bargaining Agreement and will be referred to the appropriate union representative for information as to membership and checkoff of union dues.

SECTION 3.2 - UNION SHOP. All employees shall be obligated to become members of the UNION after the 30th, but not later than the 35th day of employment or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.

SECTION 3.3. MAINTENANCE OF MEMBERSHIP. All employees shall maintain their membership in the UNION as a condition of continued employment.

SECTION 3.4 DISCHARGE. Any employee who fails to become a member of the UNION or fails to maintain his membership therein in accordance with the provisions of Sections 1 and 2 of this Article shall forfeit his right of employment, and the EMPLOYER shall, within five (5) work days of being notified by the UNION in writing as to failure of an employee to join the UNION or to maintain his membership therein, discharge such employee. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal Law. The EMPLOYER shall not be in default unless it fails to act within the required period after receipt of written notice.

SECTION 3.5 - CHECKOFF. Upon receipt of an employee's written authorization, which shall be irrevocable for a period of one year, or until the termination date of this agreement, whichever occurs sooner (when revocation is not otherwise provided for by local law), the Employer shall deduct from such employee's wages, in accordance with this agreement, an amount equal to local union dues (which include regular general assessments) as may be due, and shall remit same to the duly authorized representative of the appropriate local union, together with a list of the names of the employees from whose pay deduction were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the employer and to the Union received by both during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable collective bargaining agreement, whichever

occurs sooner. In the absence of such notice of revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner. The Union agrees to hold the Employer free from all liability in connection with dues and collections and initiation fees except for ordinary diligence and care in transmittal of the monies to the Union.

SECTION 3.6 - NOTICE. The Employer shall advise the Union of the employment of employees subject to this Agreement, setting forth the employee's name, residence address, date of employment, and classification of work assigned. Said notice shall be given with seven (7) days of the hiring of the employee.

ARTICLE IV

GENERAL SALARY PROVISIONS

SECTION 4.1 - WORK OF A HIGHER OR LOWER CLASSIFICATION.

Employees may be assigned work of a higher classification and in such instances will be paid the higher rate of pay only for the actual time worked in the higher classification. Employees may be required to perform work in any job classification in which they have the ability, but they shall receive no reduction in pay for performing work of a lower classification.

SECTION 4.2 - SALARY RATES FOR NEW OR REVISED OCCUPATIONAL CLASSIFICATIONS.

In the event the Company desires to establish new or revised occupational classifications, the salary rates applicable shall be determined by negotiations between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon salary rates applicable to any such occupational classification. In the event of failure to agree on a rate for such new job classifications, the matter shall be deemed in dispute and shall be subject to the grievance and arbitration procedures as provided in this agreement. Rates finally established which are higher than the Company-proposed rate will be paid retroactive to the date of the start of the occupational classification.

SECTION 4.3 - SALARY RATES. The hourly rates for employees covered by this agreement shall be effective as set forth in Schedule A, attached hereto and made a part hereof.

ARTICLE V

HOURS AND OVERTIME

SECTION 5.1 - DEFINITIONS.

(A) **"Normal Work Week"**. The "Normal Work Week" for all employees covered by this agreement shall consist of five consecutive days, not exceeding forty (40) hours in any one "Normal Work Week"

(B) **"Scheduled Days Off"**. Each full-time employee, with the exception of the night call person, shall have two (2) consecutive "Scheduled Days Off" in each "Regular Work Week". A "Scheduled Day Off" shall be a calendar day during which no "Regular Shift" is scheduled to start.

(C) **"Regular Work Week"**. The "Regular Work Week" for all employees shall begin at 12:01 A.M. Sunday and end at 12:00 o'clock midnight the following Saturday night (i.e., seven (7) consecutive calendar days, Sunday to Saturday inclusive).

(D) **"Regular Shift"**. A "Regular Shift" shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a "Regular Work Day", exclusive of meal periods of not less than one-half (1/2) hour or more than one (1) hour each.

(E) **"Night Shift"**. The term "Night Shift" shall mean hours worked at or after 4:00 P.M. and before 6:00 A.M. The time when an employee actually works will determine whether or not he has worked a "Night Shift" for the purpose of shift differential pay only.

SECTION 5.2 - CHANGE OF SHIFTS. The Company shall give a notice of at least twelve (12) hours of any change in regular shifts to the Union and the employees affected, and if not, the employee shall be paid ten percent (10%) differential for all hours worked.

SECTION 5.3 - MEAL PERIODS. Employees working on single shift operations shall be entitled to a meal period of not less than one half hour or not more than one hour during which they shall be relieved of their duties. In the event an employee who is entitled to a meal period is not relieved of his duties, even though he may be permitted to eat while on the job, he shall be compensated for such time and shall not be sent home prior to worked eight hours, plus the time normally allotted for his meal period. Conflicts in scheduling will be resolved by seniority consistent with efficient operations.

SECTION 5.4 - OVERTIME RATES. Time and one-half shall be paid:

(A) For hours worked in excess of forty (40) in a regular work week.

(B) For hours worked on the first and second scheduled day off.

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SECTION 5.5 - PYRAMIDING OF OVERTIME. No employee shall receive more than one overtime rate for the same hours worked, and if more than one rate is applicable to the same hour worked, the higher rate only shall be paid.

SECTION 5.6 - SHOW-UP AND CALL-IN PAY. An employee (a) reporting for work in the absence of notice not to report, or (b) an employee called in to work on a Holiday or on one of his scheduled days off, or an employee who is recalled after completing a day's assignment and has checked out and left his place of employment, (except in contingency operation), shall receive not less than the equivalent of three (3) hours pay at the applicable rate; provided, however, that any amount paid for hours actually worked shall be credited against such minimum guarantee.

SECTION 5.7 - DISTRIBUTION OF OVERTIME. Consistent with efficient operations, overtime shall be distributed equitably among employees in each occupation/craft. The computation of overtime shall be in converted time (i.e., eight (8) hours worked at time and one-half pay shall be charged as twelve (12) hours worked).

SECTION 5.8 - CANCELLATION OF EARLY REPORT TIME. If the Company fails to notify a full-time employee of cancellation of an early reporting time at least ten (10) hours prior to his regularly scheduled start time, or the corresponding time on scheduled days off, the employee shall be permitted to report for such assignment, unless notice of cancellation is given to the employee prior to the employee's departure from his assigned work place during the last work period prior to such assignment.

SECTION 5.9 - NIGHT SHIFT PREMIUM. A shift differential of 10% of the employee's straight time base rate shall be paid for all time worked on a night shift. An employee shall not receive the night shift differential for hours worked before or after his regular shift if an overtime rate is received solely because such hours are before or after his regular shift.

SECTION 5.10 - WORK PERIODS. Employees shall be given five (5) separate consecutive work periods of eight (8) consecutive hours of work (as distinguished from pay) within a regular work week. For the purpose of determining a separate work period, a break in work of less than two (2) hours shall not constitute a separation. Each separate work period shall begin within

a separate "regular work day" except that when a new work period begins, separated by a break of at least two (2) hours, which extends at least eight (8) hours into the next "regular work day," those eight (8) consecutive hours after midnight will be considered as hours worked in the work period in the second day for the purpose of satisfying the requirements of this section. In addition to the foregoing, and separate and apart from the guarantee of five (5) separate consecutive work periods of eight (8) consecutive hours, an employee reporting for assigned work (for early report time see Section 5.10 above) in the absence of notice not to report, or an employee reporting for work who has been called in for an emergency, shall be guaranteed a minimum of three (3) hours pay at his basic salary rate (straight time rate). Provided that any amount paid for hours actually worked shall be credited against such three (3) hour guarantee.

ARTICLE VI

HOLIDAYS AND PAYMENT

SECTION 6.1 - HOLIDAY PAYMENT.

(A) All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays, irrespective of the day of the week on which the holiday may fall. Holiday pay shall be equal to the employee's pay for one day as per his/her regular scheduled shift. The Employer may substitute for any named holidays another day off with pay in accordance with a plan mutually agreed upon by the Company and employees involved.

1. New Year's Day
2. Washington's Birthday
3. Martin Luther King's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

(B) When a holiday falls within an employee's vacation period, such day shall be treated as a holiday rather than a vacation day.

(C) Any holiday which falls on a Saturday or Sunday shall be celebrated on the day designated by Robins AFB, GA for the observance of such holiday.

(D) To be eligible for the holiday pay, an employee must work his/her scheduled work shift immediately before or immediately after the celebrated

holiday, except in cases where absence is due to personal illness, death in the immediate family, or other reason acceptable to the Company. Proof of reason may be required. Employees who are required to work on any one of the designated Holidays shall be paid time and one-half (1½), in addition to regular holiday pay.

ARTICLE VII

VACATION

SECTION 7.1 - POLICY. It is the established policy of the Company to grant annual vacations to all eligible employees as herein provided.

SECTION 7.2 - ELIGIBILITY AND PAYMENT. Regular, non-probationary employees are eligible for two (2) weeks paid vacation after one (1) year of continuous service with the company for the first seven (7) years with the company and three (3) weeks paid vacation after eight (8) or more years with the company and four (4) weeks after twenty (20) years of continuous service with the company (or a prorated amount for part time). Length of service includes the whole span of continuous service with the present company and with predecessor companies in the performance of similar work at the Warner Robins AFB, GA, Housing Maintenance Personnel Contract. Vacation days are not considered time worked and shall not be considered for purposes of computing overtime.

Vacation pay shall be paid at the employees regular basic pay rate and not in increments of less than eight (8) hours.

An employee who has met the prerequisites of this section and who leaves the Company's employment for any reason, or who is laid off indefinitely, shall receive pay in lieu of any unused vacation he/she accumulated at his/her last vacation eligibility date. Employees may not accumulate vacation from year to year. For example, an employee anniversary date is July 15, 1992. On July 15, 1993, the employee is eligible for 80 hours vacation. On November 30, 1993, the employee leaves the company, but did not take the 80 hours vacation due on July 15, 1993. Therefore, the eligible employee is eligible for 80 hours vacation pay. Since an employee does not accumulate vacation, the employee is not due any other payment for the period July 1993 through November 30, 1993.

The Company retains the right to schedule vacations in such a way as will least interfere with the workload and efficiency of its operations, but will attempt to reach a mutually convenient schedule with each employee. Any request for vacation must be written and approved at least five (5) days in advance of any planned vacation. If the employee's request is denied, such employee shall be expected to reschedule the vacation. If there is a conflict between two (2) or more employees within the same job classification for a given vacation period, the senior employee shall be given first choice of vacation time.

SECTION 7.3 - VACATION ELIGIBILITY UPON RETURN FROM APPROVED LEAVE OF ABSENCE OR LAYOFF. An employee on approved leave of absence who has not received eligible and earned vacation shall be entitled to a vacation and vacation payment as specified in Section 7.2 if he/she is reinstated prior to April 1 of the calendar year, or within nine (9) months from the commencement of such layoff or leave of absence. Upon reinstatement, vacation may be taken in accordance with this agreement after four (4) full weeks of employment.

ARTICLE VIII

LEAVES OF ABSENCE

SECTION 8.1 - APPLICATION FOR LEAVES OF ABSENCE. Except for military service, no application for a leave of absence will be considered unless it is applied for in writing and on forms provided by the Company for that purpose. Vacation and personal illness shall be prorated and paid only for productive hours worked during any given year.

SECTION 8.2 - ALL LEAVES OF ABSENCE. All leaves of absence, except as otherwise herein provided, shall be granted at the discretion of the Company, dependent upon the work requirements or scheduled commitments of the section in which the employee requesting leave of absence is employed. Furthermore, leaves of absence as set forth in this Article VIII, except for military service, will be granted only when prior approval of the employee's Supervisor and the Project Manager are obtained. The Company reserves the right to request from an employee documentary proof of the conditions necessitating the leave of absence. The Company reserves the right to request from an employee documentary proof of the conditions necessitating the leave of absence. The Company may also, when in its opinion it is necessary, arrange for a doctor or a nurse, selected by the Company, to interview, or examine such employee, who has applied for a leave of absence because of illness or disability, for the purpose of determining the employee's condition and the possible duration of such sickness or disability. Misrepresentation of the facts on the basis of which a leave of absence is granted shall constitute grounds for dismissal for cause.

SECTION 8.3 - EXTENDED MILITARY DUTY. Employees who enter the Armed Forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge therefrom shall be re-employed by the Company, as provided by the Universal Military Training and Service Act.

SECTION 8.4 - ILLNESS, INJURY OR PREGNANCY RELATED DISABILITY. Subject to the requirements of this agreement relating to leaves of absence, an employee who is found to the satisfaction of the Company to be unable to perform regularly assigned duties with the Company because of sickness, injury or pregnancy related disability shall receive a leave of absence without pay during the period of such disability, provided it does not exceed three (3) months. If the disability continues beyond the three (3) month period, such employee shall be entitled to an additional leave of absence for three (3) months, but not to exceed a total of twelve (12) months. Continuous service credit and seniority privileges shall accumulate for a maximum of twelve (12)

months. The employees involved shall inform their immediate supervisor immediately upon the occurrence of the illness or disability and shall thereafter keep their immediate supervisor informed monthly in writing of the approximate time when they will be able to resume their usual Company duties.

SECTION 8.5 - LEAVE OF ABSENCE FOR JURY AND WITNESS DUTY.

When a full-time employee is summoned for jury duty/witness duty and is required to serve on a regular work day during working hours which he/she would otherwise be scheduled to work, he/she shall be paid the difference between his/her regular straight-time rate of pay for those hours not exceeding eight (8) hours and the payment received for jury service. Continuous service credit and seniority privileges will accumulate during such leaves.

SECTION 8.6 - NON-WAR MILITARY DUTY ABSENCE. An employee with twelve (12) months or more of continuous service credit who is called for and performs non-war military duty shall be granted a leave of absence and will be compensated for the difference between his military pay (plus such allowances as flight pay and submarine pay) and the base payment he would have received for the hours he was thereby required to lose from his normal work schedule, but not to exceed ten (10) days at his base daily salary if he is called for training, or five (5) days at his base daily salary if he is called because of emergency. Continuous service credit and duly established seniority privileges will accumulate during such leave.

SECTION 8.7 - DEATH IN IMMEDIATE FAMILY. In case of death in the immediate family, an employee shall be granted a leave of absence up to two weeks, provided the Company is convinced there is justification for such leave. If application is made in writing prior to the termination of such two-week leave, an extension of one week may be granted in unusual cases. Continuous service credit and duly established seniority privileges shall accumulate during such period.

SECTION 8.8 - LEAVE OF ABSENCE FOR UNION ACTIVITY. Any employee who is elected or appointed to an established position in the Union, and who has at least six months of continuous service credit, shall on written request of the Union be granted a leave of absence for Union activity for a period up to one year. Extensions of up to one year's duration may be requested and will be granted on written request of the Union prior to the termination of such leave. Continuity of service and full seniority privileges shall be retained and accumulated during such leaves of absence. When the Union activity for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within ten (10) days thereafter, said employee will be given re-employment in his former position, if same still exists, or a comparable

position, in accordance with his seniority privileges and at the applicable wage rate at the time of his return.

The number of employees to be granted such leaves of absence shall not exceed one at any time except by mutual agreement between the Company and the Union.

ARTICLE IX

PAYMENT FOR ABSENCE

SECTION 9.1 - PERSONAL ILLNESS. Upon approval of the immediate supervisor, an employee who has been employed by the Company for six (6) months or more shall be paid for absence due to personal illness at the employee's basic rate, for a total of 40 hours in any twelve month period. Absences shall be charged against such payment allowances in one (1) hour units. It is agreed that the Company at its discretion may investigate illness or absences of an employee before payment for absences is authorized by the immediate supervisor.

An employee will be allowed payment for illness for a maximum of 40 hours in a calendar year. A medical certificate will be required after three (3) consecutive days. The Company may require a certificate prior to three (3) consecutive days if the employee is Monday/Friday abuser. Hours counted shall be those which fall within the five days of the employee's "Normal Work Week".

Payments may be extended beyond forty (40) hours in a calendar year, as a result of a certified medical illness if in fact the employee has more than forty (40) hours in their account.

When an employee has used all of their personal illness, they may use vacation for sick pay.

SECTION 9.2 - DEATH IN THE IMMEDIATE FAMILY. In the event of death in the employee's immediate family, an employee shall be paid for a maximum of three (3) days absence during the normal work week. For the purpose of this section, the immediate family shall include the employee's spouse, mother, father, sister, brother, and children of the employee, spouse's mother, father, sister, brother, and grandparents of employee and spouse.

ARTICLE X

CONTINUOUS SERVICE CREDIT

SECTION 10.1 - ACQUISITION OF CONTINUOUS SERVICE CREDIT.

Each employee shall have continuous service credit with the Company dating from the first date of his unbroken service as defined by the Service Contract Act.

SECTION 10.2 - CONTINUITY OF SERVICE. The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken such employee shall be for all purposes considered a new employee if and when rehired:

(A) Resignation or other voluntary termination of employment.

(B) Discharge of just cause.

(C) Absence in excess of two consecutive working days without notice, either by telephone or written message by messenger to the immediate supervisor or the Project Manager, unless satisfactory evidence of inability to report is shown.

(D) Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.

(E) Failure to report to work after layoff within three (3) working days after the Company gives the employee written notice to return to such work and failure to notify the Company of the employee's intention to return to work within three (3) working days after such notice is given. A copy of such notice shall also be given to the Union by the Company. Such notice shall be deemed to have been sufficiently given and sent to the employee by registered or certified mail addressed to the last address furnished to the employee relations Department of the Company. In the event mail delivery of such notice exceeds three (3) days, the Company shall extend the time in which a reply must be received by the number of days in excess of three (3).

(F) Layoff without recall to work within three (3) years from the day of such layoff.

ARTICLE XI

SENIORITY

SECTION 11.1 - ACQUISITION OF SENIORITY. Each new employee of the Company shall be hired on a temporary basis during a probationary period of ninety (90) calendar days. Upon completion of said period of employment, the employee shall be considered a regular employee and his seniority shall date from the start of the probationary period, and, when thus established, will equal the employee's continuous service credit. A probationary employee may be discharged for any reason during the probationary period without recourse to the grievance procedure or otherwise.

SECTION 11.2 - COMPUTATION OF SENIORITY. Employees in the bargaining unit on November 8, 1996, and new employees shall accumulate seniority by occupational classification during their period of continuous service with the Company at Warner Robins AFB, GA.

Where two (2) or more employees have identical seniority within an occupational classification, the employee with the greater bargaining unit seniority shall be considered the most senior. In the event of identical bargaining unit seniority, the determination shall be made by the date of uninterrupted employment with all predecessor contractors. In the event of identical uninterrupted employment, the determination shall be made by alphabetical order of the last name, i.e. (A) being the most senior and (Z) being the least senior. This shall apply in all determinations of seniority except when otherwise mutually agreed to by the Local Union and the Company.

SECTION 11.3 - LOSS OR TERMINATION OF SENIORITY. The seniority of an employee shall be lost or terminated only under the same conditions which cause a break in continuous service credit and seniority as set forth in Article X of this agreement.

SECTION 11.4 - LAYOFF. When layoffs occur, probationary employees, as defined in Section 11.1 of this agreement, in the occupational classification affected shall be laid off first. If further layoffs are necessary such layoffs shall be made by seniority within the occupational classification affected; the employee with the least occupational seniority in such occupational classification shall be the first to be laid off and the last to be recalled. An employee subject to layoff under the foregoing may exercise bumping rights in the following order:

(1) Displace the employee with the least bargaining unit seniority in any lower rated occupational classification provided he has greater bargaining unit seniority than the employee being displaced; or displace the employee with the least bargaining unit seniority in any occupation classification in which he had established seniority, provided he has greater bargaining unit seniority than the employee being displaced.

(2) Such employee must notify the Company in writing if practical to do so of his intention to exercise bumping rights within forty-eight (48) hours of the Company's layoff notice. An employee so displaced may similarly exercise his rights of displacing another employee in accordance with the same criteria, it being understood, however, that the initial and resultant "Bumps" must occur simultaneously so that there will be no delay in the layoff procedures. No employee may "bump" another employee in a higher rated occupational classification.

SECTION 11.5 - RECALL. For the purpose of reinstatement all laid off employees shall be recalled in the following order:

(1) Laid off employees who are classified in the occupational classification in which recalls are being made, in inverse order of layoff.

(2) Laid off employees outside the recalled occupation who have the ability, skill and physical capabilities to do the work required in order of seniority.

(3) No new employees will be hired until all such laid off employees capable of performing the work required have been offered recall.

Unless mutually agreed between the Company and the Union, no employee on layoff will be offered recall in a higher rated occupational classification than that from which he was laid off.

SECTION 11.6 - EMPLOYEES TRANSFERRED OUT OF BARGAINING UNIT. An employee who has established seniority rights in an occupational classification within the bargaining unit and who is subsequently transferred or promoted to a position outside the bargaining unit shall be deemed to have accumulated and retained seniority rights in accordance with the provisions of this agreement for a period of one year only from the date of such transfer or promotion, if in the opinion of the Company it becomes necessary or advisable to return him/her to a vacant position within the bargaining unit.

SECTION 11.7 - SENIORITY PRIVILEGES FOR UNION STEWARDS.

During their term of office, all duly elected or appointed Union Stewards will have top seniority for purposes of layoff as long as they are capable of performing the work then available.

Union Stewards shall be deemed to hold seniority for shift preference purposes over all employees in their respective jurisdiction when the exercise of such seniority is for the purpose of assuring employee representation.

SECTION 11.8 - SENIORITY LIST. The Company shall supply the Union with a seniority list of the employees covered by this agreement. Such list shall be revised quarterly.

ARTICLE XII

GOVERNMENT SECURITY

SECTION 12.1 - DEFENSE SECURITY. The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and that security is vital to the Company and the Union in carrying on their part in the defense effort.

Therefore, in the event that the Armed Forces, through their duly authorized representatives concerned with security, advise or have advised the Company that any employee in the bargaining unit covered by this agreement is denied work on or access to classified information or material, it is mutually agreed between the Company and the Union that such employee shall be subject to any action as to his employment, including but not limited to termination, which the Company considers necessary for security reasons. Any such employee shall have no seniority rights under this agreement, while such determination is outstanding.

In the event, however, that a review, duly made by the appropriate Governmental authority, shall result in a reversal in the original ruling, all seniority, benefits and other employment rights as an employee shall be restored to him, and if he has been removed from employment for security reasons, and such reversal is obtained after his removal, he shall be offered reinstatement in accordance with his accumulated seniority. Such employee shall receive payment from wages lost during the period of removal from employment, at his basic salary rate at the time of his removal, less any amount earned during such period by reason of his employment elsewhere.

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required to have the information by the Government.

SECTION 12.2 - FAILURE TO OBTAIN SECURITY CLEARANCE. If an employee has not been granted a Secret clearance within ninety (90) calendar days from the date of application submission, the Company may terminate his employment.

SECTION 12.3 - Any employee barred from the Government facility or any section or area thereof by the Command for just cause is grounds for termination for cause.

ARTICLE XIII

SAFETY, HEALTH AND INSURANCE

SECTION 13.1(A) - SAFETY AND HEALTH. The Company will make all reasonable provisions for the safety and health of its employees during hours of employment. The Union agrees to cooperate with the Company in assuring conformance with all established safety regulations.

SECTION 13.1(B) - SAFETY MEETINGS. The Shop Steward will meet once each month with his respective managers to discuss safety problems and practices in his activity.

ARTICLE XIV

GRIEVANCE PROCEDURE

SECTION 14.1 - PRESENTATION OF GRIEVANCES. If there is any grievance, dispute or difference between any employee covered by this agreement and the Union or the Company or among any of said parties with respect to the interpretation or application of any provision of this agreement, such grievance, dispute or difference shall be reduced to writing and processed in accordance with the following steps in this grievance procedure, provided, however, that any individual employee, or group of employees, shall have the right at any time to present verbally, or in writing, complaints or grievances to the Company and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Union's representative has been given an opportunity to be present at such adjustments. Except in the case of a grievance directly involving more than one immediate supervisor, which may be taken immediately to Step 2, a grievance shall be negotiated in each of the following successive steps between the representatives of the parties specified in each step.

STEP 1. Between the Immediate Supervisor and the Appropriate Shop Steward. The supervisor shall give the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made with five (5) working days after the receipt of the Supervisor's reply. A meeting in Step 2 shall be held within ten (10) working days after receipt by the Company of Notice of Appeal unless a postponement is jointly agreed to by the Company and the Union.

STEP 2. Between the Project Manager for the Company at Warner Robins AFB, GA or a Designee and the Union Business Manager or a Designee. The Project Manager or a designee shall make a reply in writing not later than ten (10) working days after meeting with the Union Business Manager or a designee. If this reply is unsatisfactory, the grievance may be appealed to Step 3, provided such appeal is made within ten (10) working days following receipt of the second step reply. A meeting in Step 3 shall be held within thirty (30) working days after receipt by the Company of Notice of Appeal unless a postponement is jointly agreed to by the Company and the Union.

STEP 3. Between the Vice President, Baker Support Services, Inc. at Robins AFB, GA, or a Designated Representative and the Business Manager of the Local Union, or a Designated Representative. The Company representative shall make a reply in writing not later than ten (10) working days after meeting with the Union's Business Manager.

SECTION 14.2 - ARBITRATION. Any grievance which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure outlined above may be submitted to arbitration within ten (10) working days of receipt of the Third Step Reply by either party.

The party desiring arbitration shall notify the other party in writing within the aforementioned ten (10) day period, and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request shall be made within ten (10) working days of the notice to the other party.

Each party shall, within the ten (10) days from the receipt of such list, be entitled to strike alternately a name from the list until one name remains and this person shall be the arbitrator. The parties shall draw straws to determine which shall strike the first name. The parties agree that the decision or award of such arbitrator be final and binding on each of the parties and that they will abide thereby, subject to such laws, rules and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions involving the interpretation or application of provisions of this agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subject from or to change any of the terms of this agreement, to change any rate in the Schedule of Salary Rates or to establish a new salary rate, except under Section 4.2. Each party shall bear the expenses of preparing and presenting its own case. The cost, if any, of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto. Failure to appeal a decision made in any step in the time and manner specified shall constitute a bar to further action thereon.

SECTION 14.3 - TIME FOR PRESENTATION OF GRIEVANCES. All grievances shall be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance or later than twenty (20) calendar days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon. If it is determined under the grievance procedure, including arbitration, that any adjustment in salary is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of

occurrence, provided that such date is not more than thirty (30) calendar days prior to the date upon which the grievance was presented.

SECTION 14.4 - TIME LIMITS. In the application of the grievance and arbitration provisions of this Article, the following shall govern:

(1) All time limits shall be strictly adhered to by both parties.

(2) If the party to whom a grievance is presented fails to reply in writing within the applicable time limit, the grieving party may appeal to the next step if it desires (although it is not required to do so); and if the grieving party fails to appeal in writing within the applicable time limit the grievance shall be denied.

(3) When a written reply is made, time shall be calculated at any step from the date the appropriate representative of the grieving party for the step of the grievance procedure involved receives the written reply to the grievance.

(4) Time shall be considered of the essence and failure by either party to comply with an applicable time limit by so much as one day shall be considered binding with respect to the rights of the party exceeding such limit.

SECTION 14.5 - RECORD OF DISCIPLINARY ACTION. The Company will consider reprimands or disciplinary actions against an employee as cleared from his record after a twelve (12) month period from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier when, in the judgment of the Company, his past service record warrants such action.

ARTICLE XV

UNION REPRESENTATION

SECTION 15.1 - INVESTIGATION OF GRIEVANCES. Subject to existing security regulations, the Business Manager or other authorized representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints or matters arising out of the application of the agreement. He shall obtain from the Company specific authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Company. The Company will not impose regulations which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

*** SECTION 15.2 - DESIGNATION OF STEWARDS.** The Union may designate not more than one (1) Steward. The Union will keep the Company currently informed in writing of the name of the designated Steward. Only the Steward so designated, the Business Manager, and other designated representatives will be acceptable by the Company as representatives of the Union.

SECTION 15.3 - HANDLING GRIEVANCES. The Steward shall be allowed to handle requests, complaints or grievances arising under this agreement during his regular working hours without loss of compensation provided that the time so spent is devoted to the prompt handling of request, complaints or grievances in accordance with the grievance procedure of this agreement and that he at all other times continue to perform his assigned jobs.

SECTION 15.4 - SCOPE OF STEWARDS UNION ACTIVITIES. The Stewards' Union activities on Company time shall fall within the scope of the following functions:

(A) To consult with an employee regarding the presentation of a request, complaint or grievance which the employee desires him to present.

(B) To investigate a complaint or grievance of record after presentation to the appropriate supervisor.

(C) To present a request, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

(D) To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the grievance procedure of the agreement. The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties. .

(E) Notwithstanding the hereinabove specified Steward activities and guidelines, the primary function of the Steward is as an employee of Baker Support Services, Inc.

SECTION 15.5 - PERMISSION TO LEAVE WORK FOR UNION ACTIVITIES. The Steward before leaving his work station to perform any of his functions herein set forth, shall request permission from his immediate supervisor and state the Union business he desires to conduct on Company time. Such permission shall be immediately granted unless it should substantially interfere with operations. He shall report to his supervisor upon completing each mission.

ARTICLE XVI

GENERAL PROVISIONS

SECTION 16.1 - BULLETIN BOARDS. The Company agrees to provide a bulletin board for posting of Local Union publicity. Material posted shall be limited to Notices of Local Union Meetings, Local Union Newspaper items, Union recreation and social activities and seniority lists and overtime distribution lists. It is agreed that only notices approved by the Company shall be posted. Approval of such posting shall not be unreasonably withheld. It is further agreed that there will be no other general distribution or posting by employees of any other literature within the work areas without prior approval by the Company.

SECTION 16.2 - FILLING VACANCIES: PROMOTIONS AND EXCLUSIVE HIRING HALL. Before employees are hired from the outside to fill vacancies, it is the intention of the Company to promote from within the bargaining unit if available employees have the skill and ability necessary to do the work. In such instance the senior qualified employee will be promoted. In the event that an employee is promoted or upgraded to a higher rated occupational classification, the employee shall receive the applicable salary rate. The Union will be advised at least one week in advance of promotions and upgrading becoming effective. The Company shall notify the union of job vacancies which it intends to fill.

The Union may refer applicants for employment to the Company provided the applicants meet the standards, qualifications and criteria for the vacancies. The Company shall have the right to reject any job applicant referred by the Union.

SECTION 16.3 - WAIVER. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this agreement. Therefore, the Parties, for the life of this agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this agreement, to bargain collectively with respect to any subject of matter referred to or covered in this agreement. Further, the parties, for the life of this agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have

been within the knowledge or contemplation of any of the parties at the time this agreement was negotiated or signed.

SECTION 16.4 - INVALIDITY. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby.

SECTION 16.5 - SUCCESSORS. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

ARTICLE XVII

TERM, NOTICE OF CHANGE OR TERMINATION

SECTION 17.1 - TERM, NOTICE OF CHANGE OR TERMINATION.

This agreement shall be effective September 3, 1997, and shall continue in full force and effect to and including September 30, 2001, and thereafter be automatically renewed from year to year from the 1st day of October to and including the 30th of September 1001, unless notice in writing shall be given by either party to the other of changes desired in the agreement of its termination, at least sixty (60) days prior to 30 September 2001, or sixty (60) days prior to a subsequent applicable expiration date after automatic renewal.

If the parties do not reach an agreement with respect to such proposed changes or a new agreement in event termination notice has been given prior to said expiration date, then this agreement shall terminate on its expiration date. The parties may, by mutual consent, extend this agreement for a specific period of time to allow further negotiations.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and representatives as of the day and year first written above.

**Local Union No. 780
International Alliance of
Theatrical Stage Employees
and Moving Picture Technicians,
Artists and Allied Crafts of the
United States and Canada (AFL-CIO)**



Andrew J. Younger
Business Manager

**Baker Support Services, Inc.
Robins AFB, GA**



Glen V. Murphy
Director of Contracts

SCHEDULE B

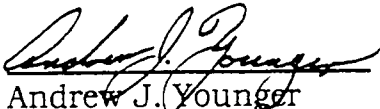
FRINGE BENEFITS

Fringe Benefits for all Service Contract employees is \$2.56 per hour for all hours worked. Fringe Benefits include health and welfare - life, accident and health insurance plans; sick leave; civic leave and savings plan (401K).

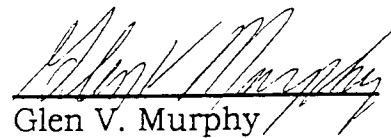
NIGHT SHIFT PREMIUM

A shift differential of 10% of the employee's straight time base rate shall be paid for all time worked on shifts beginning after 4:00 P.M. or before 6:00 A.M.

**FOR THE UNION:
LOCAL 780, I.A.T.S.E.**


Andrew J. Younger
Business Manager

**FOR THE EMPLOYER:
Baker Support Services, Inc.**


Glen V. Murphy
Director of Contracts

MEMORANDUM OF UNDERSTANDING

COLLECTIVE BARGAINING AGREEMENT (Robins AFB Housing Maintenance Contract)

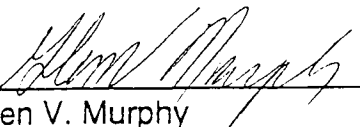
Baker and Local 780 I.A.T.S.E. have entered into a Collective Bargaining Agreement Dated September 3, 1997. This shall serve as a Memorandum of Understanding concerning Davis Bacon employees.

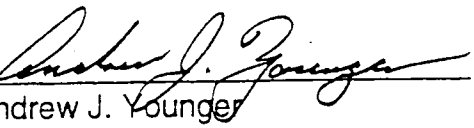
Baker Support Services, Inc. and Local 780 I.A.T.S.E. herewith agree that as a part of the bargaining unit, Davis Bacon Workers are included with limited rights. Davis Bacon employees shall only be entitled to the rights as set forth in Article XIV - Grievance Procedure. Davis Bacon Employees are specifically excluded from any other rights, entitlements, or benefits (economic) in the Collective Bargaining Agreement.

Baker Support Services, Inc. agrees that it will, as a minimum, conform to the Davis Bacon Wage Decision.

Baker Support Services, Inc.

Local 780 I.A.T.S.E.

By: 
Glen V. Murphy
Director of Contracts

By: 
Andrew J. Younger
Business Manager

Date: 9/12/97

Date: 9/15/97

ATTACHMENT A
ECONOMIC FACTORS

SCA PAY RATE CLASSIFICATION	BASE RATE	3.00%	3.00%	3.00%	3.00%
		INCREASE 10/01/97	INCREASE 10/01/98	INCREASE 10/01/99	INCREASE 10/01/00
Appliance Mechanic	\$15.84	\$16.32	\$16.81	\$17.31	\$17.83
Carpenter, Maintenance	\$15.84	\$16.32	\$16.81	\$17.31	\$17.83
COM supervisor	\$16.75	\$17.25	\$17.77	\$18.30	\$18.85
Electrician, Maintenance	\$16.71	\$17.21	\$17.73	\$18.26	\$18.81
General Maintenance Worker	\$15.23	\$15.69	\$16.16	\$16.64	\$17.14
Housekeeping I	\$5.47	\$5.63	\$5.80	\$5.97	\$6.15
Housekeeping II	\$6.00	\$6.18	\$6.37	\$6.56	\$6.76
HVAC Mechanic	\$16.46	\$16.95	\$17.46	\$17.98	\$18.52
Maintenance Trades Helper	\$13.40	\$13.80	\$14.21	\$14.64	\$15.08
Material Expeditor	\$11.26	\$11.60	\$11.95	\$12.31	\$12.68
Plumber, Maintenance	\$15.84	\$16.32	\$16.81	\$17.31	\$17.83
Secretary II	\$10.47	\$10.78	\$11.10	\$11.43	\$11.77
Secretary IV	\$14.31	\$14.74	\$15.18	\$15.64	\$16.11
Quality Control Inspector	\$14.31	\$14.74	\$15.18	\$15.64	\$16.11
Warehouse Specialist	\$13.43	\$13.83	\$14.24	\$14.67	\$15.11
Window Cleaner	\$7.00	\$7.21	\$7.43	\$7.65	\$7.88

LETTER OF UNDERSTANDING
BETWEEN
BAKER SUPPORT SERVICES, INC.
(WARNER ROBINS AIR FORCE BASE HOUSING MAINTENANCE CONTRACT)
AND
LOCAL 780, I.A.T.S.E.

The Union recognizes that the subcontracting of certain work of the Collective Bargaining Agreement's bargaining unit under certain circumstances may be required if the Employer is to fulfill its obligations under its contract with the United States government.

Therefore, the Union and the Employer have agreed that such work may be subcontracted by the Employer but only under the circumstances described below. The Union reserves the right to insist upon further bargaining with the Employer prior to subcontracting such work under other circumstances and does not wave the rights to claim that other contracting is in violation of the parties C.B.A.

- The work in question requires knowledge, skills, and qualifications not then presently possessed by the current bargaining unit employees, or not possessed by a sufficient number of them, to perform the work in question within the required time frame during straight time hours and/or without jeopardizing the timely performance ordinarily expected of bargaining unit employees;
- The Employer lacks specialized equipment necessary to perform the work or to complete such work within the required time frame, or the non de-minimis quantity of equipment or tools the Employer customarily and routinely has on hand to perform such work is insufficient to perform the work or complete the work within the required time frame,
- The Employer lacks sufficient employees then in the bargaining unit to perform the work in question within the required time frame during straight time hours without jeopardizing the timely performance of work ordinarily expected of bargaining unit employees.

Subcontracts let in the foregoing circumstances will require the work to be performed within three (3) months or less, unless the subcontract is a standing contract for the performance of work on an as needed basis over a longer term. The Employer will notify the Union of its intent to subcontract work, the nature of the work to be subcontracted, and the expected duration of the work prior to its submission of a proposal to the government, unless emergency circumstances prevent the Employer from timely providing such notice, and, if so, the Employer shall provide such notice at the earliest date reasonably possible thereafter.

Prior to subcontracting bargaining unit work, the Employer will first determine if there is any bargaining unit employee(s) on layoff with the present skill, ability, and qualifications to perform either the work in question, or the work of any active employee(s) who, in turn, may be assigned, in accordance with the Collective Bargaining Agreement, to perform the work in

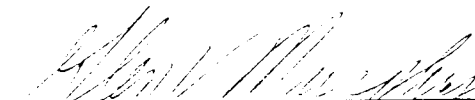
LETTER OF UNDERSTANDING (Continued)

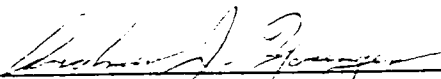
question. If there is such an employee(s), the employee(s) will be recalled to perform the work, or supplement a subcontractor's workforce in the performance of the work, or backfill for an active employee who has been assigned to perform the work in question; provided, the return of the employee(s) to the active workforce can occur in such a timely manner as to not jeopardize the timely completion of the work in question, and provided, further, that if the recall will involve the assignment of any employee to work with a subcontractor, such assignment is practical under the circumstances.

It is agreed that subcontracting of work under this Letter of Understanding shall not cause the diminishment of normal straight time opportunities for a bargaining unit member on the active payroll to perform work of the bargaining unit that the employee(s) is presently skilled, able, and qualified to perform. It is also agreed that nothing herein shall be construed to require the Employer to breach a subcontract which is permitted under this Letter of Understanding, but this does not mean that a make whole remedy can not be awarded to Bargaining Unit employees and to the Union in the event of a breach of this Letter of Understanding.

Issues which may arise with respect to the application and the meaning of this Memorandum of Agreement are subject to the grievance and arbitration provisions of the Parties' Collective Bargaining Agreement.

Signed this 2nd day of June 1998.


Glen Murphy, Director of Contracts
For: Baker Support Services, Inc.
Warner Robins Air Force Base
Housing Maintenance Contract


Andrew J. Younger, Business Manager
For Local 780 I.A.T.S.E.